

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE ("DEED") is executed on this ____ day of _____, Two Thousand and Twenty-Four.

BY AND BETWEEN

QUICK 'N' SAFE LIMITED [CIN :U45400WB1996PLC079574, and PAN :AAACQ0904A], a company **existing** under the provisions of the Companies Act, 2013 having its registered office at 5, Weston Street, Police Station - Bowbazar, Kolkata-700013, represented by its **Constituted Attorney MR. DIPAK YADUKA**, [AADHAAR No. _____ and PAN _____], son of Shri Basudeo Prasad Yaduka, residing at P-44, C.I.T. Road, Scheme VI. M. (S), Phoolbagan, P.S. Phoolbagan, P.O. Kankurgachi, Kolkata – 700054, hereinafter referred to as "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and/or successors in-offices and/or interests and assigns) of the **FIRST PART**

AND

For **M/s. SHREE KRISHNA ESTATES**

Authorised Signator

M/s. SHREE KRISHNA ESTATES, [PAN: ACOFS7304P], a Partnership Firm constituted under the Indian Partnership Act, 1932, having its principal place of business at 78, Bentinck Street, 1E, 5th Floor, Block-B, P.S. and P.O. Bowbazar, Kolkata – 700001, represented by one of its Partners, **MR. DIPAK YADUKA**, [AADHAAR No. _____ and PAN _____], son of Shri Basudeo Prasad Yaduka, residing at P-44, C.I.T. Road, Scheme VI. M. (S), P.S. Phoolbagan, P.O. Kankurgachi, Kolkata – 700054, hereinafter referred to as the **“PROMOTER”** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its partners for the time being and such other person or persons who may be admitted as partners thereof and each of their respective heirs, executors, administrators, legal representatives and/or assigns) of the **SECOND PART**.

AND

_____ hereinafter referred to as **“the Purchaser”** of the **THIRD PART**:

The Promoter, the Owner and the Purchaser shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

WHEREAS:

- A. Unless, in these presents, there be something contrary or repugnant to the subject or context, the terms / expressions mentioned in **Annexure "A"** hereto shall have the meaning assigned to them as therein mentioned.
- B. The Owner is the absolute owner of **ALL THAT** the said premises being **ALL THAT** the piece or parcel of land containing an area of 10 Cottahs 10 Chittacks more or less situate lying at being municipal premises No. 5, Weston Street (formed on the amalgamation of premises Nos. 1,3,5 and 7 Weston Street) Ward No. 46, Police Station & Post Office: Bowbazar, Kolkata 700013 as mentioned in the definition no. v of Annexure “A” and morefully and particularly described in the **FIRST SCHEDULE**. Devolution of title of the Owner to the said premises is set out in the **FIFTH SCHEDULE**.
- C. By and in terms of the Development Agreement as mentioned in the definition no. xviii of Annexure “A”, the Owner permitted and granted exclusive right to the Promoter to develop the said premises, for mutual benefit and for the consideration and on the terms and conditions therein contained.
- D. The said premises is earmarked for the purpose of building a Project as mentioned in the definition no. vi of Annexure “A”.

- E. The Promoter obtained a plan sanctioned by the Kolkata Municipal Corporation (hereinafter "KMC"), being Building Sanction No. 2022070065 dated 23rd June 2022, ("**Sanctioned Plans**") for the construction of 1 (one) B+G+VIII storied new Office or Business building ("**the said Building**") on the Said premises.
- F. By the said Sale Agreement, the Promoter agreed to sell and the Purchaser agreed to Purchase the said Unit being **All That the Commercial/ Semi-commercial/ Office Unit bearing No. ____** containing a **Carpet Area** of **____ Square Feet [Built-up Area** whereof being **____ Square Feet** and Super Built-up Area whereof being **____ Square Feet**] more or less on the **____ floor** of the Building at the said premises **Together With** right to park **____ motor car/s** in the garage/closed parking space on the **Ground Floor** of the Building, as mentioned in the definition no. xvi of Annexure "A" and morefully and particularly described in the **SECOND SCHEDULE** hereunder written at and for a consideration of Rs._____-/- (Rupees _____ only).
- G. The Promoter has since caused to be completed construction of the Said Unit in accordance with the Plan and the completion certificate bearing no. _____ dated _____ has been obtained from the Kolkata Municipal Corporation.
- H. The Purchaser has since paid the entire consideration of the Said Unit to the Promoter and the Promoter has put the Purchaser in possession of the Said Unit and the Promoter has now called upon the Purchaser herein to complete the transfer/conveyance of the Said Unit which the Purchaser has agreed to complete by these presents.
- I. The Purchaser has made himself fully satisfied about the right, title and/or entitlement of the Owner to the Said Land, the Said Plan, the construction made by the Promoter, all background papers, the right of the Owner and Promoter to grant this conveyance and the extent of the rights being granted in favour of the Purchaser. The Purchaser here accepts the same and will not raise any objection with regard thereto.
- J. The Purchaser/s is/are having fully inspected and being completely satisfied with the quality, workmanship, and specification of construction of the Said Unit, has been handed over vacant and peaceful possession of the Said Unit prior to or simultaneous to the date of execution of these presents.
- K. Now at the request of the Purchaser, the Owner and the Promoter has in terms of the said Sale Agreement agreed to execute and register these presents in favour of the Purchaser in the manner as hereinafter contained.

L. It is recorded that at or before execution of these presents, the Purchaser has by obtaining independent professional services, examined and fully satisfied himself as to the following:

- i) the right, title and interest of the Owner and the Promoter over/in respect of the Land and to develop and deal with the Project at the said Premises;
- ii) the Devolution of Title;
- iii) the nature, state, condition and measurement of the said Premises and the Project, as applicable, and the manner in which the same is/are presently intended to be used;
- iv) the Car Parking Space if any, comprises an integral and inseparable part of the said Unit, subject to due compliance by the Purchaser of each of the stipulated terms, to the satisfaction of the Promoter;
- v) the proposed location, lay out plan and the dimensions of each of the Said Unit and the Car Parking Space;
- vi) the Common Areas and Installations which are intended to form a part of the Project;
- vii) the laws/notifications and rules applicable to the area where the said Premises is situated, in general, and the Project and similar projects, in particular;
- viii) the present estimated respective Carpet Area of the Said Unit and the manner of calculation thereof;
- ix) the nature and the extent of the rights and benefits proposed to be granted and/or extended to the Purchaser as also the several obligations to be performed and fulfilled by the Purchaser, each to the satisfaction of the Promoter;
- x) the terms, conditions, covenants, stipulations, restrictions, reservations and obligations in the matter of acquiring freehold title in respect of the Said Unit to be used by the Purchaser and the manner and method of use and enjoyment of the same as well as the covenants running with the land and the Said Unit;
- xi) the Specifications as also the measurements, dimensions, designs and drawings;
- xii) the state and condition in which the Said Unit is handed over to the Purchaser;

and the Purchaser further declare(s), confirm(s) and acknowledge(s) each of the following:

- a) that each of the terms, conditions, covenants, stipulations, restrictions, reservations and obligations recorded herein as well as the covenants

running with the Land and/or the Said Unit and the manner and method of the use and enjoyment of the Said Unit including those stated herein, have been arrived at after mutual discussions and negotiations between/amongst the Parties hereto, each of which have been accepted and voluntarily agreed to by the Purchaser (without any coercion and/or influence), none of which can be treated as and/or considered to be oppressive or one-sided or unfair or heavily leaned in favour of the Promoter and/or as imposition of unfair conditions, as each has been formulated/stipulated bearing in mind the nature of the Project which would, inter alia, protect the rights of and/or ensure to the benefit of the Purchaser, and therefore are fair and reasonable;

- b) that the Purchaser has sought and obtained independent legal advice and opinion and has caused the said Sale Agreement and this Deed of Conveyance to be vetted by advocates/lawyers appointed by the Purchaser;
- c) that the Purchaser has entered into the said Sale Agreement and this Deed of Conveyance after taking into account/ consideration several factors, and thus the quantum of the Total Price, the Deposits, Extra Charges and all other amounts, charges, costs, deposits, expenses etc. as stipulated in the said Sale Agreement and this Deed of Conveyance and paid and/or payable by the Purchaser, are fair and just;
- d) that upon signing the said Sale Agreement, no conditions, stipulations, representations, guarantees, warranties etc. have been made by and/or on behalf of the Promoter other than those if any specifically set forth herein;
- e) that the Promoter has provided all the information and clarifications as required by and/or requested for from time to time, and the Purchaser is/are fully satisfied with the same, and the Purchaser further acknowledge(s) and confirm(s) that the Purchaser has/have carefully read the terms, conditions and stipulations contained/recorded in the said Sale Agreement and this Deed and understood the obligations and limitations of the Promoter as set forth herein, as also the obligations and liabilities of the Purchaser, and has/have relied on his/her/their/its own judgment and investigation while deciding to apply to the Promoter for granting the rights and/or permissions (of the specific nature specified herein) in respect of the Said Unit, if any, and to execute the said Sale Agreement and this Deed of Conveyance (which is final in all respects), and the Purchaser undertakes(s) and covenant(s) to faithfully abide by each of the terms and conditions of the said Sale Agreement and this Conveyance;
- f) that in view of the Purchaser having agreed to make timely payment of and/or to timely deposit the various amounts including those stipulated herein, and having further undertaken and covenanted to faithfully

abide by and comply with and perform and observe each of the terms and conditions stipulated herein, the Promoter has blocked for the Purchaser the Said Unit; and the Purchaser hereby and hereunder undertake(s) and covenant(s) not to make or raise any objection or claim or requisition inter alia in respect of any of the aforesaid, or to make or raise or set up or initiate any claim or demand or action contrary to the aforesaid on any ground whatsoever or howsoever.

and has agreed not to raise henceforth any objection or make any kind of requisition, whatsoever or howsoever, regarding the above and also waives his right, if any, to do so.

- I. **NOW THIS INDENTURE WITNESSETH** that in the premises aforesaid and in consideration of the sum of Rs. _____/- (Rupees _____ only) of the lawful money of the Union of India well and truly paid by the Purchaser to the Promoter at or before the execution hereof (the receipt whereof the Promoter doth hereby as also by the receipt and Memo of Consideration hereunder written admit and acknowledge and of and from the payment of the same and every part thereof doth hereby acquit release and forever discharge the Purchaser and the said Unit being hereby conveyed), the Owner and the Promoter doth hereby grant convey sell transfer release assign and assure unto and in favour of the Purchaser **ALL THAT** the said Unit, Being **All That the Commercial/ Semi-commercial/ Office Unit bearing No. ____** containing a **Carpet Area** of **____ Square Feet [Built-up Area** whereof being **____ Square Feet** and Super Built-up Area whereof being **____ Square Feet]** more or less on the **____ floor** of the Building at the said premises and as shown in the Plan as annexed and marked hereto as Annexure A1 duly bordered thereon with "RED" and **TOGETHER WITH** right to park **____ motor car/s** in the garage/closed parking space on the **Ground Floor** of the Building as shown in the Plan as annexed and marked hereto as Annexure A2 duly bordered thereon with "RED", as mentioned in the definition no. xvi of Annexure "A" and morefully and particularly described in the **SECOND SCHEDULE** hereunder written **TOGETHER WITH** together with the irrevocable right to use the Common Areas and Installations more particularly described in **PART-I** of the **THIRD SCHEDULE** hereunder in common with the remaining Purchasers of the Project **AND** reversion or reversions remainder or remainders and the rents issues and profits of and in connection with the said Unit **AND** all the estate right title interest property claim and demand whatsoever of the Promoter into or upon the said Unit **AND TOGETHER WITH** all easements or quasi-easements and other stipulations and provisions in connection with the beneficial use and enjoyment of the said Unit **TO HAVE AND TO HOLD** the said Unit and every part thereof unto and to the use of the Purchaser absolutely and forever **SUBJECT NEVERTHELESS TO** the Purchaser's covenants and agreements herein contained and on the part of the Purchaser to

be observed fulfilled and performed (including the restrictions terms conditions covenants and obligations set forth in the said Sale Agreement and agreed to be paid, performed, observed and fulfilled by the Purchaser during the period of his ownership of the Said Unit) **AND ALSO SUBJECT** to the Purchaser paying and discharging all municipal and other rates taxes and impositions on the said Unit wholly, and the Common Expenses, as morefully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written proportionately, and all other outgoings in connection with the said Unit wholly and the Project proportionately.

II. THE PROMOTER AND THE OWNER DO AND EACH OF THEM DOTH HEREBY COVENANT WITH THE PURCHASER as follows:-

- 1) The right, title, and interest which the Owners and/or Promoter doth hereby profess to transfer subsists and that the Owners and/or Promoter have good right, full power and absolute authority to grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser, the said Unit in the manner aforesaid.
- 2) The Said Unit is free from all encumbrances, mortgages, charges, liens, lis pendens, attachments, trusts, uses, debutters, tenancies, permissive possessors or occupiers, leases, thika tenancies, restrictions, restrictive covenants, vesting, acquisition, alignments, claims, demands and liabilities, whatsoever or howsoever, and that the Owner has a good and marketable title to the said Premises.
- 3) There are no litigations pending before any court of law or authority with respect to the said Premises or the Said Unit.
- 4) It shall be lawful for the Purchaser, from time to time and at all times hereafter to peaceably and quietly, but subject nevertheless to the provisions herein contained, to hold use and enjoy the said Unit and every part thereof and to receive the rents issues and profits thereof without any interruption disturbance claim or demand whatsoever from or by the Owner and/or the Promoter or any person or persons claiming through under or in trust for them or any of them.
- 5) The Promoter for the time being, and subsequently the Maintenance Company, after handing over the charge of maintenance and management of the Project to the Maintenance Company by the Promoter, shall from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser make do acknowledge execute and perfect all such further and/or other lawful and reasonable acts deeds matters and things whatsoever for further better and more perfectly assuring the said Unit hereby granted sold conveyed and

transferred unto and to the Purchaser in the manner aforesaid as shall or may be reasonably required by the Purchaser.

- 6) The Promoter shall transfer the deposits received from the Purchaser in terms of the said Sale Agreement to the Maintenance Company upon its formation, subject to deductions and charges as mentioned therein.
- 7) The Promoter for the time being, and the Maintenance Company, upon the Promoter handing over all documents of title to the Maintenance Company, shall unless prevented by fire or some other irresistible force or accident from time to time and at all times hereafter upon every reasonable request and at the costs of the Purchaser produce or cause to be produced to the Purchaser or to their attorneys or agents at or before any trial, examination or commission for inspection or otherwise as occasion shall require the title deeds in connection with the said Project and also shall at the like request and costs of the Purchaser deliver to the Purchaser such attested or other copies or extracts therefrom as the Purchaser may require and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncanceled.
- 8) In case any structural defect or any other defect in workmanship is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession, the Promoter shall rectify such defects without further charge, within 30 (thirty) days, and in the event of the Promoter's failure to rectify such defects within such time, the Purchaser shall be entitled to receive appropriate compensation under applicable laws. It is clarified that the Promoter shall not be liable to rectify any defect occurring under the following circumstances:
 - (i) If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Purchaser taking over possession of the said Unit, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
 - (ii) If there are changes, modifications or alteration in electrical lines and wirings after the Purchaser taking over possession of the said Unit, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
 - (iii) If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or

alterations;

- (iv) If the Purchaser after taking actual physical possession of the said Unit, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the said Unit by making any changes in the said Unit, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be the liability of the Promoter;
- (v) Cracks developing on joints of brick walls and RCC beams or columns or vertical Bands or horizontal Bands arising out of use of different materials which have different coefficient of expansion and contraction, any such cracks being of normal nature in high rise buildings, needs to be repaired by Purchaser or Maintenance Company from time to time, as the case may be, Provided, however that any cracks which develop for reasons other than as mentioned above, the Promoter shall get it rectified at its own cost.
- (vi) If the materials and fittings and fixtures provided by the Promoter are not being maintained or used by the Purchaser or his / her agents in the manner in which same is required to be maintained or used.
- (vii) Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the said Unit going out of order or malfunctioning due to voltage fluctuation or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
- (viii) If the Project Architect(s) certifies that the defects complained of are not manufacturing defect or due to poor workmanship or poor quality.
- (ix) There being any deterioration in the quality or functioning of any electrical or mechanical systems, instruments, appliances and/or gadgets installed in the Project or the said Unit due to normal wear and tear and/or any physical damage thereto.

Notwithstanding anything hereinbefore contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the Promoter and without giving to the Promoter reasonable opportunity to inspect, assess and determine the nature of purported defect in the said Unit, alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the para immediately preceding and the Purchaser shall not be entitled to any cost or compensation in respect thereof.

- 9) The Owner shall keep the Purchaser indemnified against any loss caused to him due to defective title of the Said Premises that is known to the Owner but has willfully not been disclosed to the Purchaser or which the Purchaser could not have found out in spite of due diligence and care, subject to the Purchaser not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Indenture.

III. THE PURCHASER DOETH HEREBY COVENANT WITH THE OWNERS AND THE PROMOTER AND ADMITS AND ACCEPTS as follows:

- 1) The Purchaser has also examined and satisfied himself/herself/itself about the title of the said Premises and the Said Unit and about all the permissions and licenses issued by the concerned authorities, including those relating to occupation of the Building, installation, maintenance and user of lift, tube-well, generator and other utilities and facilities at the Project and fire safety under the provisions of the West Bengal Fire Services Act, 1950, Fire Prevention and Safety Rules, 1996, and provisions laid down in National Building Code and also acquainted themselves and accepted and agree to comply with the norms, conditions, rules and regulations with regard to the use and enjoyment thereof as well as of water, electricity, drainage, sewerage, etc.
- 2) The Proportionate share of the Purchaser shall be variable depending on Additional/Further Constructions, if any, made by the Promoter from time to time and the Purchaser hereby irrevocably consents to the same. Any such variation shall not affect the Total Price / Agreed Consideration and no claim can be raised regarding the same by the Purchaser and the Purchaser shall not be entitled to and covenants not to demand any refund out of the Total Price / Agreed Consideration paid by the Purchaser on the ground of or by reason of any variation of the Proportionate share.
- 3) The Purchaser has irrevocably consented and/or hereby irrevocably consents and expressly agreed and understood that the Promoter shall be entitled to link the said Premises with the adjacent and/or adjoining land/premises and the Promoter shall be at liberty (a) to amalgamate or merge adjacent land/premises or any part thereof with the said premises in such manner and to such extent as be deemed fit and proper by the Promoter, (b) to allow the utilization of the frontage, entry/exit points, passages, pathways, access-ways at the said premises for any sanction, construction, use and enjoyment of the adjacent land/premises or any constructions and developments thereon, (c) to cause or allow building plans for constructions at the adjacent land/premises to be sanctioned by using or showing the frontage or any other beneficial characteristics of the said Premises; (d) to combine and/or connect the said premises and the adjacent land/premises or any part thereof or any developments thereon and/or to share any portion, area, utility, facility, access-way, entry/exit points, or any common or other facility between the occupants of the said premises and adjacent land/premises in such manner and to such extent as the Promoter may deem fit and proper. For or relating to any such constructions, additions or alterations, etc., the Promoter shall, with the approval of the Architects, have the right to do all acts deeds and things and make all alterations and connections and to connect all existing utilities and facilities available at the said premises viz. generators,

sewerage treatment plant, transformers, water, electricity, sewerage, drainage etc., thereto as it deem expedient to use and enjoy the same. The Allottee consents to the same Provided That the location or carpet area /built-up area of the said Unit is not affected. In such case, the Promoter shall have to take consent in writing from the Purchaser for such modification, alteration and/or sanction.

- 4) The Allottee further consents to the Permission of trenching to all the utility Providers including but not limited to electricity, telephone and cable TV service providers have already laid or may lay in future any underground cables, pipes or the likes below the Common Areas. For laying these or for their repairs and maintenance, if any, the Utility Providers need to dig up or break open any part or portion of the Common Areas, the Allottee shall not object and/or hinder such work in any manner whatsoever but on the contrary render all necessary assistance for such work. After the work of the concerned Utility Provider is completed, the dug-up area shall be restored and brought back to its original by the Promoter or the Maintenance Company at its costs and expenses, which are deemed and included in the Common Expenses. The Allottee shall not question such work by the Promoter or the Maintenance Company, nor the quantum of the expenses incurred by it, but, if necessary, the Allottee agrees to share proportionate cost of any of such expenses so incurred by the Promoter or the Maintenance Company.
- 5) The Purchaser has irrevocably consented and/or hereby irrevocably consents and expressly agreed and understood that the Promoter and the Owner (as per arrangement between them) shall be exclusively entitled to all future horizontal and vertical exploitation of the said premises lawfully, including by way of raising further storey or stories on the roofs for the time being of the Building and to do all acts deeds and things and make all alterations and connections (including to connect all existing utilities and facilities available at the said premises viz. lifts, water, electricity, sewerage, drainage, air-conditioning etc., to the new constructions including the new constructions in an adjacent land/premises) as be deemed to be expedient to make such areas and constructions tenantable and to use, enjoy, hold and/or sell transfer the same to any person on such terms and conditions as the Promoter in its absolute discretion may think fit and proper and the Purchaser is knowingly giving consent to this knowing that Purchaser's share in the Common Areas and Installations may also stand reduced owing to such additional construction but the Purchaser shall not be entitled to raise any objection or dispute (notwithstanding any inconvenience or difficulty that the Purchaser may be subjected to) nor to claim refund or reduction of the consideration and other amounts payable by the Purchaser hereunder nor to claim any amount or consideration from the Promoter on account thereof and furthermore the Purchaser shall fully co-operate with the Promoter and the Owners (as per arrangement between them) and sign execute and submit all affidavits,

declarations, powers, authorities, no objections, consents etc., as may be required by the Promoter.

- 6) The Purchaser agrees and binds himself/ herself/ itself/themselves that the Purchaser shall and will at all times hereafter abide by and observe the restrictions contained herein and also those as contained in the said Sale Agreement.
- 7) On and from the Possession Date, the Purchaser binds himself/themselves to regularly and punctually pay the following amounts and outgoings:
 - i) Municipal and/or other rates and taxes, surcharge and water tax, if any and as assessed on the said Unit, directly to the competent authority **Provided That** so long as the said Unit is not separately assessed for the purpose of such rates and taxes, the Purchaser shall pay to the Promoter, for the time being, and upon its formation, the Maintenance Company, as the case may be, proportionate share of all such rates and taxes assessed on the Project.
 - ii) All other impositions which includes but is not limited to levies, cess, taxes and outgoings (including Multistoried Building Tax, Urban Land Tax, betterment fees, development charges, Goods and Services Tax, etc.) whether existing or as may be imposed, increased or enhanced or levied at any time in future on the said Unit or on the Project by any Government or Statutory Authority or Authorities, wholly in case the same relates to the Said Unit and proportionately in case the same relates to the said Project.
 - iii) Electricity charges for electricity consumed in or relating to the said Unit directly to the electricity supplying body.
 - iv) Maintenance charges and proportionate share of all Common Expenses (excluding any contribution towards major repairs, renovation, etc. in or for the Building, as may be required at any time in future) as shall be assessed on the Said Unit and demanded from time to time by the Promoter for the time being or, upon its formation, the Maintenance Company, as the case may be. The said maintenance charges and the proportionate share of all Common Expenses shall however be subject to revision from time to time as be deemed fit and proper by the Promoter for the time being, or the Maintenance Company upon its formation, after taking into account the common services provided at the Project.
- 8) All payments mentioned herein shall, unless so otherwise mentioned, in case the same be monthly payments, shall be made to the Promoter or upon its formation, to the Maintenance Company, within 7 (seven) days of each and every month for

which the same becomes due and otherwise within ____ days of the Promoter or its nominee leaving its bill for or demanding the same at the above address of the Purchaser and the Purchasers shall keep the Promoter and the Maintenance Company, upon its formation, indemnified against all losses damages costs claims demands actions and proceedings that may arise due to non payment or delay in payment thereof.

- 9) The apportionment of the liability of the Purchaser in respect of any item of expenses, tax, duty, levy or outgoings payable by the Purchaser in respect of the said Unit shall be done by the Promoter for the time being and the Maintenance Company upon its formation and the same shall be final and binding on the Purchaser and the Purchaser shall not be entitled to raise any dispute or objection of any nature whatsoever nor shall the Purchaser be entitled to hold the Promoter or its nominee or the Maintenance Company responsible to furnish any accounts, vouchers, bills, documents etc. or render explanation of expenses incurred by it in any manner.
- 10) The Purchaser shall cooperate with the Promoter for obtaining, at the costs of the Purchaser, separate assessment and mutation of the said Unit in the records of concerned authorities.
- 11) The Purchaser shall permit the Promoter for the time being and, upon its formation, the Maintenance Company and their surveyors or agents with or without workmen and others at all reasonable times upon 24 hours prior notice, except in case of emergency, to enter into and upon the said Unit and every part thereof for the purpose of repairing reinstating rebuilding cleaning lighting and keeping in order and good condition the sewers drains pipes cables water courses gutters wires structures or other conveniences belonging to or serving or used for the Building and also for the purpose of laying down reinstating repairing and testing drainage and water pipes and electric wires and cables and for similar purposes and also to view and examine the state and condition of the said Unit, and the Purchaser shall make good all defects leakages and want of repairs within ____ days from the date of receiving notice in writing from the Promoter or the Maintenance Company.
- 12) From the date of execution and/ or registration hereof and till the continuance of its ownership of the said Unit, the Purchaser shall:
 - i) use the said Unit exclusively for the disclosed commercial purpose only in a decent and respectable manner and for no other purposes whatsoever;
 - ii) use the parking area, if any, is expressly allotted to the Purchaser hereunder, only for the purpose of parking of his own medium sized motor vehicle/s;

- iii) use the Common Areas and Installations in common with the Purchasers of the Project and also to keep the same in a clean and orderly manner free from obstructions and encroachments and not store or allow anyone else to store any goods articles or things in the staircase, lobby, landings, pathways, passages or in any other common areas of the Project;
 - iv) carry out any work directed to be carried out in respect of the Said Unit by any competent authority;
 - v) do or permit to be done any act or thing which is likely to cause nuisance, annoyance or danger to the other Purchasers, their guests, employees, agents, staff;
- 13) The Purchaser shall not make any structural additions or alterations to the said Unit (including internal partition walls, etc.) nor to the Building nor shall change or alter or permit the alteration in the outside colour scheme of the exposed walls or any external walls or the elevation or façade of the Building or the said Unit and also not to decorate or paint or clad the exterior of the said Unit otherwise than in the manner as be agreed to by the Promoter for the time being and upon its formation, the Maintenance Company, in writing. However, the Purchaser will only be allowed to make changes to the main door of the said Unit.
- 14) The Purchaser is aware, has understood and agrees that the said Unit along with the said Parking Space shall be treated as a single indivisible unit for all purposes and the Purchaser shall have no right to part with the said Parking Space under any circumstance whatsoever.
- 15) The Purchaser further agrees and covenants with the Promoter that the Purchaser shall at all times hereafter allow and permit unhindered access and use of the Common Areas and Installations to the other Purchasers and/or occupiers of the Project. The Promoter accordingly agrees and covenants with the Purchaser that the Purchaser shall likewise be entitled to the unhindered access and use of the Common Areas and Installations.
- 16) The Purchaser further covenants that if at any time subsequent hereto, the said Proportionate Undivided Share of the Purchaser is to be conveyed and transferred to the Maintenance Company in compliance with any applicable laws, then the Purchaser agrees to co-operate with the Promoter without any demand or delay to have the said Proportionate Undivided Share transferred to the Maintenance Company by attending the execution and registration of the Deeds of Transfer made in favour of the Maintenance Company and bearing the proportionate cost of such transfer, as may be assessed by the Promoter or the

Maintenance Company. In case the Purchasers refuse to or delays in getting such transfer done within the time required by the Promoter or the Act or Rules or Regulations or any other laws applicable from time to time, then the Promoter shall as the constituted attorney of the Purchasers be entitled to execute such Deeds of Transfer and present the same for registration before the appropriate authority / Registrar and to also do all such acts and deeds, as are consequent and/or incidental thereto.

- 17) The Purchaser shall not do any work which would jeopardize the soundness or safety of the Project, reduce the value thereof or impair any easement nor shall the Purchaser add any material structure or excavate any additional basement or cellar or encroach upon any part of the common and open space including the common areas and facilities.
- 18) The Purchaser shall, in using the said Unit , not do or permit to be done any act, deed or matter or thing which may tend to cause any disturbance or annoyance or nuisance to the Promoter for the time being, and upon its formation, the Maintenance Company, as the case may be, or the other occupants of the Building or occupants of any adjoining or neighboring property, nor use or permit or suffer the said Unit or any part thereof for any illegal, immoral, undesirable or anti-social purposes, nor carry on or permit to be carried on in the said Unit any offensive, noisy or dangerous practice nor store or permit to be stored any hazardous or combustible or contraband or illegal articles in the said Unit .
- 19) The Purchaser shall not, at any time, claim any title, share, right, and/or interest of any nature whatsoever, except as specifically conveyed herein, in any areas of the Project save and except the said Unit . The Purchaser shall only have user rights in the Common Areas and Installations to the extent required for beneficial use and enjoyment of the said Unit, which the Purchaser hereby accepts and agrees that the Purchaser shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Areas and Installations.
- 20) The Purchaser is aware and agrees that neither any of the (i) open and covered spaces in the Building and the Said premises not included in the Common Areas and Installations as morefully mentioned in PART I of the THIRD SCHEDULE hereunder written, (ii) Roof of the Building at the said Premises, (iii) other Units, Units and Parking Spaces in the Building (except the right to park medium sized car(s) in the allotted parking space) and/or the said Premises, (iv) Exclusive Open Terrace attached and/or appurtenant to other Units, and (v) right of further construction on any part of the open land/space comprised in the said Premises or raising of any additional floor/storey/construction on the roof of the Building is intended to be transferred, nor the same shall be transferred in

favour of the Purchaser in as much as the same shall belong exclusively to the Promoter and the Purchaser shall have no right, title, interest, claim or entitlement whatsoever in respect thereof and the Promoter shall be entitled to use, utilise, transfer, alienate, part with possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thought fit and proper by the Promoter in their absolute discretion, without any reference to the Purchaser who hereby consents to the same and hereby disclaims, relinquishes, releases and/or waives any right, title, interest, entitlement or claim that the Purchaser may be entitled to, both in law or in equity, in favour of the Promoter.

- 21) That the Purchaser shall not keep in the parking space, if any, anything other than cars or use the said parking space for any purpose other than parking of cars or two wheelers or raise any kucha or pacca construction, grilled wall/enclosures thereon or any part thereof or permit any person to stay/dwell or store article therein.
- 22) That the Purchaser shall not use the name/mark of the Promoter in any form or manner, in any medium (real or virtual), for any purpose or reason, save and except for the purpose of address of the Unit and if the Purchaser does so, the Purchaser shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark of the Promoter
- 23) The Purchaser shall abide by, observe and perform all rules regulations and restrictions from time to time made in force by the Promoter for the time being and upon its formation the Maintenance Company (including those contained in the said Sale Agreement and in these presents) or the appropriate authorities for the user and management of the Project and every part thereof and in particular the Common Areas and Installations .
- 24) Notwithstanding anything to the contrary contained elsewhere in this Deed or otherwise it is hereby expressly agreed and made clear as follows:
 - i) The Parking Spaces sanctioned by the Kolkata Municipal Corporation are meant to be used only for parking cars by the Purchasers of this Project only.
 - ii) The total number of Parking Spaces in the Project exceeds the total number of Units in the Project. The sizes of the units are different and the car parking space requirement of the Purchasers also varies.
 - iii) For the sake of certainty and clarity and to avoid any confusion, specified car parking spaces are being earmarked and allotted along with specified Units so that the same cars are parked in the same space every day.

- iv) Accordingly, at the request of the Purchaser, the Promoter has allotted the said Parking Spaces for exclusive use by the Purchaser.
- 25) Notwithstanding anything to the contrary contained elsewhere it is hereby made clear that any area not included in the Common Areas and Installations that remains unsold shall belong exclusively to the Promoter and the Promoter shall be entitled to deal with and dispose of its share in any manner they deem fit and appropriate the consideration for the same.
- 26) The Purchaser shall comply with and not permit the violation of any laws, rules, regulations, bye-laws, ordinances, judgements, or court orders, as may be applicable, and keep the Promoter and the Maintenance Company indemnified against all damages, losses and costs as may arise out of any illegal act of the Purchaser.
- 27) The Purchaser shall undertake responsibility for any acts done by their relatives, servants, guests and representatives in the Building and keep the Promoter for the time being and upon its formation, the Maintenance Company, as the case may be, indemnified against all damages, losses and costs as may arise out of any act done by the Purchaser's relatives, servants, guests and representatives.
- 28) The Purchaser shall not do or permit to be done any act deed or thing which may render void or voidable any policy of insurance of any unit or any part of the Building or may cause any increase in the premium payable in respect thereof;
- 29) That the Purchaser shall not store any furniture or material in the lobby area or any of the Common Areas and Installations . A penalty of Rs. _____/- per day shall be imposed on the Purchaser for any violation of this covenant.
- 30) That the Purchaser shall not change the design of the lobby area, except as determined by the Promoter. Violation of this covenant shall expose the Allottee to be liable to pay compensation and damages to the Promoter.
- 31) The Purchaser shall not seek partition or division or separate possession in respect of the said Unit under any circumstances.
- 32) The Purchaser shall not enclose the terrace/balconies/utility areas under any circumstances.
- 33) The Purchaser shall not for any reason, directly or indirectly, make or cause any obstruction, interruption, hindrance, impediment, interference or objection in any manner relating to or concerning the completion of the Building and/or the transfer, sale or disposal of any other Unit or portion of the Building. In default,

the Purchaser shall be responsible and liable for all losses and damages which the Promoter may suffer in this regard.

- 34) The Purchaser shall pay all amounts and deposits that are payable by the Purchaser under the said Sale Agreement and/or this Deed and/or which are the liability of the Purchaser under the said Sale Agreement and/or this Deed even if the same are demanded and/or become payable subsequent to the execution of this Deed. It is expressly clarified that the Allottee shall be liable to pay all taxes, outgoings and arrears including but not limited to Goods and Services Tax payable, whether existing or as may be imposed, increased or enhanced or levied at any time in future on the said Unit or on the Project by any statutory authority.
- 35) The Purchaser shall be solely responsible to maintain the said Unit at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Unit or the Common Areas and Installations which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and shall keep the said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 36) The Purchaser agrees that the right of user of all wall surfaces that are exposed to the Common Areas and Installations (both external and internal), including the boundary wall, will be retained by the Promoter. The Signage in these areas, if any, will belong to the Promoter. If the Purchaser wishes to use any of the surfaces for their own branding, then, they need to take permission in writing from Promoter or the nominated agency (ies), as the case may be, and will need to pay the necessary charges as may be levied by the Promoter or the nominated agency (ies), as the case may be, from time to time. All signage on the external façade of the building of the Project (save an except the windows/show windows specially allowed to the said Unit will belong to the Promoter, and the Promoter or the nominated agency (ies), as the case may be, will have the sole right for allotment of space for signage, branding etc. in consultation with their architects/consultants and the Purchaser shall not object to the same.
- 37) The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Maintenance Company. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 38) The Purchaser hereby accords its consent to the Promoter that the Promoter shall have full right , title, interest to use and utilize any additional FSI/FAR in

respect of the Said premises in compliance with applicable law, which may be made available even after this Deed has been executed and the Purchaser(s) or any member of the Maintenance Company shall not raise any objection of whatsoever nature for the same.

IV. AND IT IS HEREBY MUTUALLY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO as follows:

- 1) The properties benefits and rights hereby conveyed unto and in favour of the Purchaser is and shall be one lot and shall not be partitioned or dismembered in part or parts and the Purchaser shall also not claim any division, separate possession, or partition in the Said Premises towards its said Proportionate Undivided Share appurtenant to the said Unit. It is further agreed and clarified that any transfer of the said Unit by the Purchaser shall not be in any manner inconsistent herewith and the covenants herein shall run with the land and the transferee of the Purchaser shall be bound to abide by the rules and regulations framed for the Building and become a member of the Maintenance Company.
- 2) The Promoter shall be entitled at all times to install, display and maintain its name and/or logo on the roof (including Common Roof Area) of the Building and/or other areas in the Building and/or the Said Premises by putting up hoardings, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same, and no one including the Purchaser and the Maintenance Company shall be entitled to object or to hinder the same in any manner whatsoever.
- 3) The Purchaser shall pay the all taxes and outgoings as levied by the Kolkata Municipal Corporation or any other statutory authority in respect of the said Unit from the Date of Possession. Other liabilities payable by the Purchaser under this Deed or otherwise in respect of the said Unit including maintenance charges, other impositions, outgoings and expenses etc. shall be paid by the Purchaser with effect from the Date of Possession. In case the Purchaser was granted access to the said Unit for the purpose of fit-outs, furniture, etc. prior to the Date of Possession, then the electricity charges shall be paid by the Purchaser with effect from the date the Purchaser was granted access to the said Unit for the purpose of fit-outs, furniture, etc.
- 4) All the units and other constructed areas as well as the other open and covered spaces in the Project, until the same be disposed of by the Promoter, shall remain the exclusive property of the Promoter and the Purchaser shall not claim any right or share therein.

- 5) After the allotment and transfer of all the units in the Project or earlier, as the case may be, the Maintenance Company of the Purchasers shall be formed and the Purchaser herein shall be a member thereof, having voting rights therein in accordance with the Act and the Rules. The Purchaser shall, sign and execute all papers, documents, declarations and applications for the purpose of formation of the Maintenance Company and its taking charge of the acts relating to the Common Purposes.
- 6) The Articles, Rules, Regulations etc. of the Maintenance Company shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants shall, in any event, have an overriding effect.
- 7) In terms of the Real Estate (Regulation and Development) Act, 2016, the Promoter is, *inter alia*, required to execute a registered conveyance deed in respect of the Unit and parking area, if any, in favour of the Purchaser and in respect of the undivided proportionate title in the common areas in favour of the Maintenance Company. The West Bengal Unit Ownership Act, 1972 mandates the formation of the Maintenance Company but the process for such formation can be started only after grant of completion certificate. The Maintenance Company shall have members who are owners of units and units in the Project. The Maintenance Company is intended to be registered in due course ("Maintenance Company" which expression shall mean and include the Maintenance Company as finally registered). Even though the Maintenance Company is not formed as yet, the Purchaser has requested for immediate completion of sale of the said Unit, to convey the said Unit to the Purchaser and to convey the proportionate share of land and of the areas taken up by the Common Areas and Installations to the Purchaser in trust and for the benefit of the Maintenance Company in which the Purchaser shall be one of its members, if directed or required to do so by a competent authority or if decided so by the Promoter. Accordingly, this Deed is being executed.
- 8) Until such time the Maintenance Company is formed and takes charge of the acts relating to the Common Purposes, the Promoter or its nominees shall manage and maintain the Project and look after the Common Purposes **subject however** to the Purchaser making payment of the proportionate share of maintenance charges, the Common Expenses and all other charges and expenses in terms hereof. The Promoter shall also be entitled to a management fee calculated at 15% and applicable GST of the total maintenance fee. In the event that the Promoter engages a nominee for the acts relating to the Common Purposes, references to the Promoter herein

with regard to the Common Purposes shall thenceforth be deemed to be reference to such nominee.

- 9) Upon formation of the Maintenance Company and its taking charge of the acts relating to the Common Purposes all the rights and obligations with regard to the Common Purposes shall be and/or stood transferred by the Promoter and/or its nominee to the Maintenance Company. All references to the Promoter herein with regard to the Common Purposes shall thenceforth be deemed to be reference to the Maintenance Company.
- 10) In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amounts payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then the Promoter and upon its formation and taking charge of the acts relating to the Common Purposes, the Maintenance Company, shall, without prejudice to the generality of the foregoing, be entitled to, in addition to all measures morefully contained in the **FOURTH SCHEDULE** hereunder written:-
 - (i) claim interest at the rate of 15 % per annum on all the outstanding amounts
 - (ii) to demand and directly realise the amounts becoming due and payable to the Purchaser by any tenant or licensee or other occupant in respect of the Said Unit.
 - (iii) discontinue supply of water to the Said Unit.
 - (iv) Disconnect electricity in the Said Unit.
 - (v) withhold and stop use of all other utilities and facilities (including lift) to the Purchaser and his family members, guests, tenants or licensees.
 - (vi) Put up a notice of default at the notice board and/or other places in the common area as maybe deemed fit and proper, highlighting the name of the Purchaser and the amounts due, in the interest of all the Purchasers of the Project.
- 11) The bills for maintenance charges / Common Expenses, electricity charges, and other charges payable by the Purchaser to the Promoter and/or their nominees and upon its formation to the Maintenance Company, shall be deemed to have been served upon the Purchaser, in case the same is left in the said Unit or in the letter box in the ground floor of the Building and earmarked for the said Unit.
- 12) In the event that any provision of this Deed is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same is received by either of the parties of

any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties, it may be severed from this Deed and the remaining provisions of this Deed shall remain in full force.

- 13) The Purchasers shall bear registration charges including the stamp duty, registration fees, legal fees and such other expenses in respect of registration of this Deed of Conveyance.
- 14) The Promoter, may, at its sole discretion, without prejudice to its rights as set out in this Deed, waive the breach by the Purchaser in not complying with the terms and conditions set out herein. It is made clear and so agreed by the Purchaser that exercise of discretion by the Promoter in the case of one Purchaser shall not be construed to be a precedence and/or binding on the Promoter to exercise such discretion in the case of other Purchasers. Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 15) All other provisions, right and obligations, covenants and representations, contained in the said Sale Agreement, which are not in conflict with this Deed, shall be treated as part and parcel of this Deed and shall be deemed to be incorporated in this Deed by reference.

SCHEDULES

THE FIRST SCHEDULE ABOVE REFERRED TO:

(said premises)

ALL THAT the piece or parcel of land containing an area of 10 Cottahs 10 Chittacks more or less situate lying at being municipal premises No.5, Weston Street (formed on the amalgamation of premises Nos. 1, 3, 5 and 7 Weston Street) Ward No. 46, Police Station Bowbazar, Kolkata 700013 and the said premises is delineated in the plan annexed hereto duly bordered thereon "**Red**" and butted and bounded as follows:

On the North	:	By premises No. 76, Bentinck Street;
On the South	:	By premises No. 19 Ft. Wide Weston Street;
On the East	:	By premises No. 9, Weston Street;
On the West	:	By premises No. 74, Bentinck Street.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(said Unit)

All That the Commercial/ Semi Commercial/ Office Unit bearing No.____ containing a **Carpet Area** of ____ **Square Feet** [**Built-up Area** whereof being ____ **Square Feet** and **Super Built-up Area** whereof being ____ **Square Feet**] more or less on the ____ **floor** of the Building named West Walk at the said premises described in the **First Schedule** hereinabove written and shown in the **Plan** annexed hereto, duly bordered thereon in “**Red**”.

With right to park ____ **motor car/s** bearing No: ____ in the closed space Under Mechanical Car Parking System (independent / Dependent) in the **Ground Floor** of the Building, exact location to be identified by the Promoter on or before the Liability Commencement Date.

THE THIRD SCHEDULE ABOVE REFERRED TO:

PART-I

(Common Areas and Installation)

A. Areas:

- (i) Covered paths and passages, lobbies, staircases, landings of the Building open paths and passages appurtenant or attributable to the Building save and except such spaces earmarked by the Promoter at its sole discretion for any specified purpose to any specific Person(s) / Organisation(s).
- (ii) Stair head room, caretaker room or security room or Maintenance Office and electric meter room, Fire Fighting Pump Room, Common Toilets of the Building.
- (iii) Lift machine room, chute and lift well of the Building.
- (iv) The outer walls of the Building(s) and the Boundary walls and gates to the said premises including the Security goomties.
- (v) Place(s) of installation of Pump, Generator, and Electric meters of the Building.
- (vi) Generator, if provided, for the Common Parts and/or for supply to different Unit(s) of the Building(s) together with the space required for installing the generator.
- (vii) The space required for installing the electrical sub-station, Transformer, Feeder Box, distribution cables and their accessories.
- (viii) Director's Toilets from quarter landing between 2nd Floor and 3rd Floor to Quarter landing between 7th Floor to 8th Floor located in norther side stair of the Building which shall be exclusive use of its Card Holders only. Each Office will be given Card or some key to access the Directors Toilet.

B. Water and Plumbing:

- (i) Overhead water tank, Underground water Reservoirs, water pipes, Drainage and sewerage pipes of the Building (save those which are inside of said Unit).
- (ii) Drains, sewerage pits and pipes within the Building (save those which are inside of any Unit) or attributable thereto.

C. Electrical & Miscellaneous Installations:

- (i) Electrical Installations including wiring and accessories (save those inside of any Unit) for receiving electricity from Electricity Supply Agency to all the Units in the Said Block and common portions within or attributable to the Building.
- (ii) Wiring and accessories for providing standby power to all the Units and Common Portions within or attributable to the Building.
- (iii) Wiring and accessories for lighting of Common Portions of the Building.
- (iv) Lights arrangement at the entrance gate Boundary Walls, Elevation Lightings and passages within the Building.
- (v) Lift and lift machinery of the Building.
- (vi) Fire fighting equipment and accessories in the Building as directed by the Director of West Bengal Fire Services and as installed at the time of Hand over.
- (vii) Pumps and motors for water system for the Building and Common Portions.

D. Others:

- (i) All Other areas and installations and/or equipment's as are to be provided in the Building for common use and enjoyment at the sole discretion of the Promoter.

NOTE: Save and except the above mentioned common areas and Portions the Promoter shall have exclusive rights and interest upon all the areas and/or part and/or portions of the Building including but not limited to the Ultimate Roof of the Building and therefore the Promoter shall be entitle to use and/or enjoy the same at its sole discretion.

PART-II
(Specifications of construction)

Structure	RCC pile & foundation RCC frame structure with design considering seismic Zone III
Walls	Good quality Conventional Brick/ AAC Block as per Architect's drawings with plaster and White Wall Putty finish.
Windows	Aluminum Sliding Window.
Doors	Main Door: Decorative Flush Sliding Door with laminates finish matching with lobby design with quality lock fitting / MS Shutter as suggested by Architect.
Flooring	Good Quality Vitrified tiles.
Common Toilets	Floor Tiles: Ceramic (preferably matt finish) Wall Tiles: Ceramic Tiles Up to lintel / Door height Fittings & Fixtures: Low flow CP Fixtures of Reputed Brand, Water Closet (WC), Wash Basin and Urinals in Toilets.
Electrical	Concealed wiring using flame retardant wires up to the Main DB of each Unit. (i.e. Main Line only) of specification as suggested by Architect.

Lobby at all floors	Well decorated lobbies using Marble / Granite / Tiles with False Ceiling as designed by our Interior / Architect.
Stair Case and stair case walls	Well decorated Marble / Granite / Tiles with emulsion paint finish wall and decorative railing as designed by our Interior / Architect.
Water Supply	KMC water supply and existing Borewell water supply for any water shortage.
Lift / Elevator	2 High speed Elevator of Kone or Otis or any other equivalent Brand. 1 Dedicated goods lift from basement to 2 nd floor capable to lift goods upto 1,200 Kg. at a time.
Elevation	Weather Coat Paint and use of other materials as per the elevation design finalized by the architect.
Fire, Safety & Security :-	24 hours manned security at Gate. CCTV Surveillance in Common Areas. State of Art Fire fighting system including sprinkler system inside each Units.
Other Facilities:-	4KW Solar energy for common area DG Backup Roof top Landscape garden Dedicated director's toilet with access control device.

Part-III

(Specification of the Mechanical Parking System)

Independent Mechanical Parking System: is a system where Cars can be parked inside the Mechanical System independently without depending on any other Cars for its ingress and egress. It's a three level independent mechanical Car parking system wherein at the space of 2 Cars – 5 Cars can be parked. In such parking system the three levels are pit, Ground and upper one level. Ground level is the middle level wherein one space (usually left most) is always empty for arranging the cars which makes it independent. Here, the system is proposed to be installed with following specification.

- ❖ Max height between Pallets: 2000 mm (Max Car height allowed will be 1800mm).
- ❖ Max width of the Platform: 2200 mm to 2300 mm.
- ❖ Installation length of the Platform : Pit clear length 5500 mm and wherein Max car length upto 4900mm can be parked.
- ❖ Load carrying capacity of the platform is max. 2000 kg.

Dependent Mechanical Parking System: is a system where Cars can be parked inside the Mechanical System and is dependent on other Cars for its ingress and egress. It's a Two level Mechanical Car parking system wherein at the space of 1 Car – 2 Cars can be parked. In such parking system the Two levels are Ground and upper Level. It's also a

Three Level Mechanical Car parking system wherein at the space of 1 Car – 3 Cars can be parked. In such parking system the three levels are pit, Ground and upper one level. Ground level is the middle level. Here, the system is proposed to be installed with following specification.

- ❖ Max height between Pallets: 2000 mm (Max Car height allowed will be 1800mm).
- ❖ Max width of the Platform: 2200 mm to 2300 mm.
- ❖ Installation length of the Platform : Max car length upto 4900mm can be parked.
- ❖ Load carrying capacity of the platform is max. 2000 kg.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:
(Common Expenses)**

- a. **Association / Maintenance Company:** Establishment and all other capital and operational expenses of the Association / Maintenance Company.
- b. **Common Areas and Installations:** All charges and deposits for supply, operation and maintenance of common areas and installations.
- c. **Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.
- d. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas & Installations.
- e. **Maintenance:** All costs for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas & Installations of the said premises, including the exterior or interior (but not inside any Unit) walls of the Building, and in particular the top roof (only to the extent of leakage and drainage to the upper floors).
- f. **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas & Installations of the said premises, including lifts, generator, changeover switches, fighting equipments and accessories, CCTV, if any, EPABX if any, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the said premises, and also the costs of repairing renovating and replacing the same and also including the costs/charges incurred for entering into “Annual Maintenance Contracts” or other periodic maintenance contracts for the same.
- g. **Rates and Taxes:** Municipal tax, surcharges, Multistoried Buildings Tax, Water Tax and other levies in respect of the Buildings and/or the said premises save those separately assessed in respect of any unit.
- h. **Insurance:** Insurance premium, if incurred for insurance of the Building/s and also otherwise for insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- i. **Staff:** The salaries of and all other expenses of the staff to be employed for the common purposes, viz. maintenance personnel, administration personnel,

manager, accountants, clerks, gardeners, sweepers, liftmen etc., including their perquisites, bonus and other emoluments and benefits.

- j. **Administrative Charges:** Charges payable to the administrator /manager (appointed by the Promoter) for looking after and supporting maintenance activities of the said Premises.
- k. **Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.
- l. **Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the Maintenance In-charge for the common purposes.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(Devolution of Title)

- a) At all material of times one Krishna Behary Seal, since deceased, son of Late Kunja Behary Seal was the sole recorded owner and was in khas and peaceful possession of **ALL THAT** piece and parcel of land admeasuring an area about 10 Cottahs 10 Chittacks be the same a little more or less alongwith a pucca roofed structure standing thereon situated at and lying in and being the municipal holding Nos.1, 3, 5 and 7, Weston Street, P.S. Bowbazar, Calcutta - 700 013, under Ward No.46, within the limit of Calcutta Municipal Corporation (now Kolkata Municipal Corporation), together with egress and ingress, easement rights and appurtenants thereto (hereinafter referred to as the "**said Property**") of which he became the owner by virtue of inheritance and was seized and possessed of the same free from all encumbrances during his lifetime.
- b) The said Krishna Behary Seal who was governed by the Dayabhaga School of Hindu law died on 20th March 1957, after having made and published his last Will and Testament dated 30th June 1956 leaving behind the following relations as his legal heirs and survivors:

Legal Heirs Name	Relation
Smt. Shyama Sundari Dassi (since deceased)	Widow
Shri Sudhir Kumar Seal (since deceased)	Eldest Son
Shri Madhusudan Seal	Second Son
Shri Rabindra Nath Seal	Third Son
Shri Birendra Kumar Seal (since deceased)	Fourth Son
Shri Nema Chand Seal	Fifth Son
Shri Netai Chandra Seal	Sixth Son
Shri Dhirendra Nath Seal	Seventh Son
Shri Jitendra Nath Seal	Eighth/Youngest Son
Smt. Ranu Bala Auddy	Eldest Widowed Daughter
Smt. Lakshmi Sona Dutta	Second married Daughter

Smt. Kumari Anima Seal	Third Youngest Unmarried Daughter
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- c) The said late Krishna Behary Seal by way of his said last Will and testament dated 30th June 1956, bequeathed to his eldest son Sri Sudhir Kumar Seal, since deceased and his fourth son, Sri Birendra Kumar Seal, since deceased (being the joint executors of the Will dated 30th June 1956) jointly and absolutely all the rights, title and interests in connection to **ALL THAT** the said Property.
- d) The said Sri Sudhir Kumar Seal, since deceased and Sri Birendra Kumar Seal, since deceased as the joint executors of the Will dated 30th June 1956 obtained probate of the said Will on 08th April 1965 from the Hon'ble High Court at Calcutta.
- e) By virtue of the said Will dated 30th June 1956, the said Sri Sudhir Kumar Seal, since deceased and Sri Birendra Kumar Seal, since deceased became the absolute and joint owners of **ALL THAT** the said Property and they while seized and possessed 50% shares each, recorded their names as the joint owners in the record of Calcutta Municipal Corporation (now Kolkata Municipal Corporation) and regularly kept paying the yearly taxes, levies, etc. thereof and enjoying the interest therefrom free from all encumbrances.
- f) One of the joint owners, viz. the eldest son Sri Sudhir Kumar Seal who was governed by the Dayabhaga School of Hindu Law died on 10th December 2004, after having made and published his last Will and Testament dated 14th August 1995, which was registered in the office of Additional District Sub-Registrar, Serampore, Hooghly and recorded therein in Book No. III, Volume No.2, Pages 103 to 112, being No.83 for the year 1995, leaving behind the following relations as his legal heirs and survivors:

Legal Heirs Name	Relation
Smt. Annapurna Seal	Widow
Shri Samir Kumar Seal	Son
Smt. Sandhya Dey (Seal)	Married Daughter

- g) Late Sudhir Kumar Seal by way of his said last registered Will and Testament dated 14th August 1995, bequeathed to his only son Shri Samir Kumar Seal, solely and absolutely all his rights, title and interests being 50% (8 annas) undivided share in **ALL THAT** the said Property.
- h) The other co-owner, viz. the fourth son Sri Birendra Kumar seal who was governed by the Dayabhaga School of Hindu Law died intestate on 01st November 2006 leaving behind him his sole legal heir and survivor, his widow Smt. Saraswati Seal and who after her husband's death became/inherited the 50% (8 annas) undivided share in **ALL THAT** the said Property.

- i) By a registered Deed of Conveyance dated 08th August, 2008 made between (i) Shri Samir Kumar Seal and (ii) Smt. Saraswati Seal therein collectively referred to as the vendors of the one part and Quick 'N' Safe Service Private Limited therein referred to as the Purchaser of the other part and registered at the Additional Registrar of Assurances-II, Kolkata in Book I, CD Volume No. 17, Page from 10561 to 10582, Being No. 08437 for the year 2009, the vendors thereto for the consideration therein mentioned granted sold conveyed and transferred unto and to the said Quick 'N' Safe Service Private Limited ALL THAT the said Property, absolutely and forever.
- j) In the premises, the said Quick 'N' Safe Service Private Limited became the sole and absolute owner of the said Property.
- k) Pursuant to the grant of a Fresh Certificate of Incorporation consequent upon change of name dated 5th September, 2008 by the Registrar of Companies, West Bengal under the Government of India, Ministry of Corporate Affairs, the name of Quick 'N' Safe Service Private Limited was duly changed to Quick 'N' Safe Private Limited. Thereafter, pursuant to the grant of another Fresh Certificate of Incorporation consequent upon change of name dated 25th September, 2008 by the Registrar of Companies, West Bengal under the Government of India, Ministry of Corporate Affairs, the name of Quick 'N' Safe Private Limited was duly changed to Quick 'N' Safe Limited.
- l) Pursuant to and in terms of a resolution passed by the Board of Directors of Quick 'N' Safe Limited, in its meeting held on 3rd June, 2014, by a Joint Development Agreement dated 26th June, 2014 made between Quick 'N' Safe Limited, therein referred to as the Owner of the One Part, and the Promoter herein, therein referred to as the Developer of the Other Part, and registered at the Additional Registrar of Assurances - II, Kolkata, in Book I, Volume No. 38, Pages 2333 to 2375, Being No. 08007 for the year 2014, appointed by the Promoter hereto, as the developer of the said premises on the terms and conditions more fully therein contained.
- m) Pursuant to the application dated 15th November 2016 for amalgamation of the premises No.1, 3, 5 and 7, Weston Street by the Vendor herein, the Kolkata Municipal Corporation by virtue of its order dated 10th August 2017 has been pleased to amalgamate the premises No.1, 3, 5 and 7, Weston Street and after amalgamation, the said Property has since been renumbered as premises No.5, Weston Street, Kolkata-700013 (morefully mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the **"said premises"**).

IN WITNESS WHEREOF the parties hereto have hereunto put their respective hands the day month and year first above written.

SIGNED AND DELIVERED by the
withinnamed **OWNER** at **Kolkata**
in the presence of:

SIGNED AND DELIVERED by the
withinnamed **PROMOTER** at
Kolkata in the presence of:

SIGNED AND DELIVERED by the
withinnamed **PURCHASER** at
Kolkata in the presence of:

ANNEXURE "A"

Unless, in these presents, there be something contrary or repugnant to the subject or context:

- (i) **ACT** shall mean the Real Estate (Regulation and Development) Act, 2016 (Act No.XVI of 2016).
- (ii) **RULES** shall mean the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016.
- (iii) **REGULATIONS** shall mean the Regulations (if any) made under the Real Estate (Regulation and Development) Act, 2016
- (iv) **SECTION** shall mean a section of the Act.
- (v) **SAID PREMISES** shall mean the municipal Premises No.5 Weston Street (formed on the amalgamation of premises Nos. 1, 3, 5 and 7 Weston Street), Police Station Bowbazar, Kolkata-700013, more fully and particularly mentioned and described in the **FIRST SCHEDULE**.
- (vi) **PROJECT / BUILDING OR BUILDING/S AND/OR NEW BUILDING/S** shall mean the new Office or Business Building of B + G + VIII named "**WEST WALK**" constructed by the Promoter at the said premises and containing several independent and self contained commercial / semi commercial / office units, parking spaces, commercial / retail areas / spaces, and other constructed areas.
- (vii) **PURCHASERS / UNIT-HOLDERS / CO-OWNERS** according to the context shall mean all the Purchasers/owners who from time to time have purchased or agreed to purchase either from the Promoter or the Owners and taken possession of any Unit in the said premises.
- (viii) **COMMON AREAS AND INSTALLATIONS** shall mean the areas installations and facilities in the said premises as mentioned and specified in **PART-I** of the **THIRD SCHEDULE** and expressed or intended by the Promoter for exclusive use and enjoyment by the occupants of the said premises.
It is clarified that the Common Areas and Installations shall not include the parking spaces, roofs/terraces at different floor levels attached to any particular commercial space(s),the front open space of the said premises and other open and covered spaces at the said premises and the Building which the Promoter may from time to time express or intend not to be so included in the Common Areas and Installations and the Promoter shall be entitled to deal with and/or dispose of the same in its absolute discretion, to which the Purchaser hereby consents.
- (ix) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Common Areas and Installations and rendition of common services in common to the Purchasers of the said premises and all other expenses for the common purposes (including those mentioned in the **FOURTH SCHEDULE**) to be contributed and shared by the Purchasers.
- (x) **COMMON PURPOSES** shall mean and include the purpose of managing maintaining upkeeping and administering the Common Areas and Installations,

rendition of services in common to the Unit Holders / Purchasers in the said premises for the Common Areas and Installations, collection and disbursement of the common expenses and dealing with all matters of common interest of the Unit Holders and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the Common Areas and Installations in common.

- (xi) **UNITS** shall mean the independent and self-contained commercial units and/or other constructed areas (capable of being independently and exclusively used and enjoyed) in the Building at the said premises and wherever the context so permits or intends shall include the parking space/s and/or roof/s and/or other properties benefits and rights, if any, attached to the respective Units and also the proportionate undivided share in the Common Areas and Installations, attributable thereto.
- (xii) **PARKING SPACES** shall mean covered parking spaces in or portions of the Building at the said premises and also at the ground level of the said premises as expressed or intended by the Promoter at their sole discretion for parking of motor cars and other vehicles under Mechanical Car Parking System. Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed and clarified that any allotment of parking shall for intents and purposes mean the exclusive right to park motor cars or other vehicles as may be specified. It is also clarified that in case any parking be a stack car parking (i.e. having access through another parking space or another parking space having access through this parking space), then Purchasers of both the stack parkings shall allow each other to park his / her / its vehicle and for that shall do all acts as be necessary (including to remove / shift his / her vehicle from time to time as be required).
- (xiii) **CARPET AREA** according to the context shall mean the net usable floor area of any Unit, excluding the area covered by external walls, areas under service shafts (if any), but includes the area covered by the internal partition walls of the Unit;
- (xiv) **BUILT-UP AREA** according to the context shall mean and include the plinth area of any unit in the building and also including the thickness of the external and internal walls thereof and columns therein and shall also include 50% of the plinth area of the attached terrace (including areas under the parapet walls, ducts, pillars, columns etc.) **PROVIDED THAT** if any wall or column be common between two units, then one half of the area under such wall or column shall be included in the area of each such Unit.
- (xv) **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the Carpet Area of the said Unit may bear to the Carpet Area of all the Units in the said premises **PROVIDED THAT** where it refers to the share of the Purchaser or any Purchaser in the rates and/or taxes amongst the Common Expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area, rental income, consideration, or user then the same

shall be determined on the basis of the area, rental income, consideration or user of the said Unit).

- (xvi) **SAID UNIT** shall mean the **Commercial/Semi-Commercial/Office Unit** No. _____ on the _____ floor of the Building to be constructed at the said premises morefully and particularly mentioned and described in the **SECOND SCHEDULE** with fittings and fixtures to be provided therein by the Promoter as mentioned in **PART-II** of the **THIRD SCHEDULE** and wherever the context so permits shall include the Purchaser's proportionate undivided share in the Common Areas and Installations attributable to the said Unit and further wherever the context so permits shall include the right of parking one or more motor car/s in or portion of the parking space, if so specifically and as expressly mentioned and described in the within stated **SECOND SCHEDULE** and further wherever the context so permits shall include the exclusive right to use and enjoy the front open space of the said premises (i.e. in front of the Building) and further wherever the context so permits shall include the exclusive, unrestricted and absolute right to install VSAT, Radio Tower, leased data / voice and/or other equipments/machines, Dish or other Antennas etc. on the top roof of the Building and to connect the same to the said Unit, if so specifically and as expressly mentioned and described in the withinstated **SECOND SCHEDULE**.
- (xvii) **DEVELOPMENT AGREEMENT** shall mean the Registered Development Agreement dated 26th June, 2014 entered between the Owner and the Promoter;
- (xviii) "**SAID SALE AGREEMENT**" shall mean the Agreement for Sale dated _____ made between the Owner herein, therein also referred to as the Owner of the First Part, the Promoter herein, therein also referred to as the Promoter of the Second Part, and the Purchaser herein, therein also referred to as the Allottee of the Third Part, and registered with _____, in Volume _____, Book No. __, from Pages ____ to ____ Being No. ____ for the Year __, whereby the Owner and the Promoter has agreed to sell and the Allottee therein has agreed to purchase the said Unit at and for the consideration and on the terms and conditions therein contained.
- (xix) **MAINTENANCE COMPANY / ASSOCIATION** shall mean any Private Limited Company incorporated under any provisions of the Companies Act, 1956 or any Association or any Syndicate Committee or Registered Society or any other Association of Persons of the Purchasers, that may be formed by the Promoter for the common purposes having such rules regulations bye-laws and restrictions as be deemed proper and necessary by the Promoter in its absolute discretion.
- (xx) **MAINTENANCE IN-CHARGE** shall upon formation of the Maintenance Company and its taking over charge of the acts relating to the Common Purposes from the Promoter shall mean the Maintenance Company and till such time the Maintenance Company is formed and takes over charge of the acts relating to the Common Purposes shall mean the Promoter.

- (xxi) **LIABILITY COMMENCEMENT DATE / POSSESSION DATE** shall mean the date on which the Purchaser takes actual physical possession of the said Unit after fulfilling all his/her/its liabilities and obligations in terms of the said Sale Agreement or the date of expiry of the period specified in the notice by the Promoter to the Purchaser to take possession of the said Unit, irrespective of whether the Purchaser takes actual physical possession of the said Unit or not, whichever be earlier.
- (xxii) **ARCHITECTS** shall mean Mr. MITUL SIDDHARTHA SUKLA of Mass & Void situated at 56, Christopher Road, Ektaa Hibiscus, Unit No. 4B, 4th Floor, Kolkata - 700046 or such other Architects as may be appointed by the Promoter from time to time for the Building;
- (xxiii) **ADVOCATES** shall mean Fox and Mandal, Advocates or such other Advocates as may be appointed for the said Project at the said premises who shall be responsible for drafting the said Sale Agreement and this Deed of Conveyance and other legal documents in relation to the said Unit;
- (xxiv) **PLAN** shall mean the plan sanctioned by the Kolkata Municipal Corporation vide Building Permit No. 2022060025 dated 10/08/2022, for construction of the Building/s at the said premises and shall include sanctionable modifications thereof and/or alterations thereto as may be made from time to time by the Promoter. It is clarified that in case additional constructions are sanctioned by the concerned authorities, then the Promoter and Owner (as per arrangement between them) shall be entitled to construct and deal with the same, to which the Purchaser hereby consents. The Purchaser is also aware of the fact and consents and admits that owing to construction of additional areas / floors as elsewhere herein contemplated, the proportionate undivided share of the Purchaser in the Common Areas and Installations shall be and/or is likely to stand reduced.
- (xxv) **OTHER CAUSES** shall mean and include storm, tempest, fire, flood, earthquake and other Acts of God or Acts of Government, Statutory Body etc., strike, riot, mob, air raid, acquisition/ requisition, proceedings, labour unrest, order of injunction or order of Status quo or otherwise restraining development or construction at the said premises by the Court of Law, Tribunal or Statutory Body scarcity or non-availability of building materials equipments or labourers, changes in rules regulations and laws for the time being in force resulting in stoppage or postponement or delay of construction or any work at the Project and any other reason beyond the Promoter's control.
- (xxvi) Words importing **SINGULAR NUMBER** shall include the **PLURAL NUMBER** and vice versa.
- (xxvii) Words importing **MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER**; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- (xxviii) The expression **PURCHASER** shall be deemed to mean and include:

- (a) In case the Purchaser be an individual or a group of persons, then his or her or their respective heirs legal representatives executors and administrators;
- (b) In case the Purchaser be a Hindu Undivided Family, then its members for the time being their respective heirs legal representatives executors and administrators;
- (c) In case the Purchaser be a partnership firm or an LLP, then its partners for the time being their respective heirs legal representatives executors administrators;
- (d) In case the Purchaser be a company, then its successors or successors-in-office;

ANNEXURE "B"

1. **MANAGEMENT, MAINTENANCE AND COMMON ENJOYMENT:** As a matter of necessity, the ownership and enjoyment of the units by Purchasers shall be consistent with the rights and interest of all the other Purchasers and in using and enjoying their respective units and the Common Areas and Installations, each of the Purchasers (including the Purchaser) shall be bound and obliged:
 - a) to co-operate with the Maintenance In-charge in the management and maintenance of the said premises and the common purposes;
 - b) to observe, fulfill, and perform the rules regulations and restrictions from time to time in force for the quiet and peaceful use enjoyment and management of the said premises and in particular the Common Areas and Installations, and other common purposes, as may be made and/or framed by the Promoter and/or the Maintenance Company, as the case may be. The Purchaser shall not hold the Promoter liable in any manner for any accident or damage during the course of enjoyment of the Common Areas and Installations by the Purchaser or his family members or any other person;
 - c) to allow the Maintenance In-charge and their authorised representatives with or without workmen to enter into their units at all reasonable times for want of repairs and maintenance of the Building and the common purposes and to view and examine the state and condition thereof and make good all defects decays and want of repair in their units within seven days of giving of a notice in writing by the Maintenance In-charge thereabout Provided That in case of emergencies / exigencies, no such notice shall be required to be given;
 - d) to install fire-fighting and sensing system gadgets and equipments in the said Unit as required under law and keep the said Unit free from all hazards relating to fire;
 - e) to carryout all fitout works in the said unit in a good and workman-like manner and without violating any laws, rules or regulations of the concerned authority, National Building Code and fire safety rules and rules framed by other authorities and with minimum noise and ensure that no disturbance or annoyance is caused to the other Purchasers;

- f) in case of Units, to use their respective Units (and utility rooms etc.) only for the commercial purpose in a decent and respectable manner and for no other purposes (such as Guest House, Boarding & Lodging House, Hotel, Nursing Home, Meeting Place, Club, Eating & Catering Centre, Hobby Centre or any commercial, manufacturing or processing work etc.,) whatsoever without the consent in writing of the Promoter first had and obtained, it is being expressly agreed that such restriction on the Purchasers shall not be applicable to the Promoter;
- g) to use the car parking spaces, if any granted and/or agreed to be granted only for the purpose of parking of medium sized motor cars (length of Car not exceeding 4900 mm and height not exceeding 1800 mm)/ two wheelers, as applicable;
- h) not to use the ultimate roof of the Building or the Common Areas and Installations for bathing or other undesirable purposes or such purpose which may cause any nuisance or annoyance to the other Purchasers;
- i) to use the Common Areas and Installations only to the extent required for ingress to and egress from their respective units of men and materials and passage of utilities and facilities;
- j) to keep the common areas, open spaces, parking areas, paths, passages, staircases, lobbies, landings etc., in the said premises free from obstructions or encroachments and in a clean and orderly manner and not to store or allow anyone to store any goods articles or things therein or thereat or in any other common areas of the said premises;
- k) not to claim any right whatsoever or howsoever over any unit or portion in the said premises save their units;
- l) not to put any nameplate or letter box or neon-sign or board in the common areas or on the outside wall of the Building save a letter-box at the place in the ground floor and decent nameplates outside the main gates of their units both subject to signage guideline provided by the Promoter/ Maintenance Company duly approved by the Project Architects by taking into consideration the line of business of the Purchaser in order to keep the design and aesthetics of the building intact.. It is hereby expressly made clear that in no event any Purchaser shall open out any additional window or any other apparatus protruding outside the exterior of his said Unit;
- m) not to do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the said premises or may cause any increase in the premia payable in respect thereof;
- n) not to alter the outer elevation of the Building or any part thereof nor decorate the exterior of the Building or the said premises otherwise than in the manner agreed by the Maintenance In-charge in writing or in the manner as near as may be in which it was previously decorated;
- o) Not to alter or change the design and colour of the outside door/Shutter provided by the Promoter to the Purchaser in respect of the said Unit.

However, the Purchaser shall be entitled to get the doors or Shutters repaired or altered keeping the design same as was provided by the Promoter at the time of handover of the Said Unit.

- p) not to deposit or throw or permit to be deposited or thrown any rubbish or refuse or waste in the top roof, staircase, lobby, landings, pathways, passages or in any other Common Areas and Installations nor into lavatories, cisterns, water or soil pipes serving the Building nor allow or permit any other person to do so;
- q) not to commit or permit to be committed any alteration or changes in pipes, conduits, cables and other fixtures and fittings serving the other units in the Building;
- r) not to install grills the design of which have not been suggested or approved by the Promoter or the Architects.
- s) not to fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.
- t) To keep their respective units and party walls, sewers, drains pipes, cables, wires, entrance and main entrance serving any other Unit in the Building in good and substantial repair and condition so as to support shelter and protect and keep habitable the other units/parts of the Building and not to do or cause to be done anything in or around their respective units which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to their respective units. In particular and without prejudice to the generality to the foregoing, the Purchasers shall not make any form of alteration in the beams and columns passing through their respective units or the common areas for the purpose of making changing or repairing the concealed wiring and piping or otherwise;
- u) not to let out transfer or part with the possession of the parking spaces agreed to be allotted and/or granted to them independent of the Units agreed to be sold to them nor vice versa, with the only exception being that they shall be entitled to let out transfer or part with possession of their parking spaces independent of their Units to any other owner of Units in the Building and none else;
- v) In the event any Purchaser has been allotted any car parking space within the said premises, then such Purchaser shall be bound and obliged to observe fulfill and perform the following terms and conditions:
 - (i) The Purchaser shall use such Parking Space only for the purpose of parking of its own medium sized motor car and for no other purpose whatsoever and the Car Parking Space does not confer any right of ownership of the space on which such parking facility is provided;
 - (ii) The Purchaser shall not be entitled to sell transfer or assign such parking space or his right of parking car at such Parking Space or allow or permit any one to park car or other vehicle at such Parking Space as

tenant, lessee, caretaker, licensee or otherwise or part with possession of such Parking Space, independent of his Unit, to any person with the only exception being that the Purchaser shall, only after completion of sale, be entitled to let out transfer or part with possession of his parking space independent of the Unit only to any other owner of Unit in the Building and none else;

- (iii) The Purchaser shall not park any vehicle of any description anywhere within the Project save only at the place, if agreed to be granted to him.
- (iv) The Purchaser shall not make any construction of any nature whatsoever in or around such Parking Space or any part thereof nor cover such parking space by erecting walls / barricades etc. of any nature whatsoever nor can the same be used for rest, recreation or sleep of servants, drivers or any person whatsoever;
- (v) The Purchaser shall not park nor allow or permit anyone to park motor car or any other vehicle nor shall claim any right of parking motor car or any other vehicle in or at the driveways pathways or passages within the said premises or any other portion of the said premises save at the allotted Parking Space;
- (vi) The Purchaser shall observe fulfill and perform all terms conditions stipulations restrictions rules regulations etc., as be made applicable from time to time by the Promoter and/or the Maintenance Company with regard to the user and maintenance of the parking spaces in the Building and the said premises;
- (vii) The Purchaser shall not have any parking facility until full and final payment of all sums due by the Purchaser in terms of the said Sale Agreement and this Deed and the Purchaser further not being in default in complying his obligations as provided in the said Sale Agreement and this Deed .
- (viii) The Purchaser shall remain liable for payment of all municipal and other rates and taxes, maintenance charges and all other outgoings payable in respect of such Parking Space, if and as applicable, and shall indemnify and keep saved harmless and indemnified the Promoter and the Owners with regard thereto.
- (ix) All unsold or un-allotted parking spaces shall be identified/demarcated and retained by the Promoter for disposal of the same at the consideration and/or in the manner deemed fit and proper by the Promoter.
- (x) Any scheme of numbering of parking spaces will be subject to further revision as per the discretion of the Promoter and the revised parking number shall be intimated to the Purchaser upon such revision.
- (xi) The Purchaser agrees and undertakes not to raise any dispute or objection in respect of allotment of parking made by the Promoter in

respect of the parking spaces to any other Purchaser nor to disturb the use of the allotted parking space by the concern Purchaser.

- (xii) The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Association and/or execution of Deed of Conveyance, as contemplated herein, cause such Association to confirm and ratify and shall not permit the Association to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Purchasers (including the Purchaser herein) of the Units in the Buildings/Towers and the Project.
- (xiii) The Allottee is aware that the Car Parking Space shall be provided under mechanical parking system which will always be a dependent or independent parking. A parking facility is dependent if the to and fro movement of the vehicle from the allotted parking space to the driveway is dependent upon moving another vehicle. A parking facility is independent if the to and fro movement of the vehicle from the allotted parking space to the driveway is not dependent upon moving another vehicle. It has been agreed that the Purchasers of two different Units may be allotted the same set of dependent mechanical parking system which would have the provision to park two medium sized cars. The Allottee shall cooperate with the Owner(s) of another unit to park their own car or to get the vehicle of another owner parked in the dependent system. In case the Purchaser is required to leave Vehicle keys with the Ground Floor security, he should cooperate with the security to allow smooth operations of ingress and egress of vehicles under dependent Parking system. However, the Owners of independent parking systems are not required to share their vehicle keys with the security.
- (xiv) In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Purchaser is not permissible, then the Purchaser shall neither hold the Promoter and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Promoter and/or the Owners.
- (xv) In case the Purchaser is provided facility of parking which is inter-dependent with any other parking facility in the Project or any part thereof then the Purchaser shall not disturb/block the ingress and egress of car/two wheeler of the other Unit owner of such facility or any other Co-owners in the Project.
- (xvi) **Provisions for Electric Vehicles (EV):** Provisions will be there from Common electric Meter till a Panel in Car Parking Area at the cost of the Promoter. In case Purchaser wishes to have electrical line to charge their electric vehicle, in such case Purchaser shall have to get a Sub-meter installed in the Electric Panel and get the line till the Car Parking

place of the Purchaser at the cost of the Purchaser. Purchaser shall be charged by the Maintenance – in-charge on the basis of Units consumed by the Purchaser on monthly basis based on meter reading at the rates per unit as fixed by the Maintenance In-charge. In case of default in payment of the energy charges, Maintenance In-charge shall have powers and right to disconnect the power supply and adjust the default amount from Maintenance Deposit / Sinking Fund. Maintenance In-charge will not restore the power supply till payment of entire dues with interest and penalty.

- w) not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous illegal or immoral deed or activity in or through their units;
- x) not to slaughter or kill any animal in any area (including common areas / parking areas etc.) under any circumstances whatsoever, including for any religious purpose or otherwise;
- y) not be entitled to nor permitted to make any structural changes / modifications to their respective units or any part thereof Provided That internal finishing work may be carried out by the Purchasers in a lawful manner;
- z) not to cook or prepare or consume any non-vegetarian food in roof area or any other common areas;
- aa) to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations with regard to user and operation of water, electricity, drainage, sewerage, lifts, tube-well generator and other installations and amenities at the said premises including those under the West Bengal Fire Service Act and rules made thereunder and shall indemnify and keep the Promoter and the Owners saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non-compliance, non-performance, default or negligence on their part;
- bb) maintain at their own costs, their respective units in the same good condition state and order in which the same be delivered to them and abide by all laws, bye-laws, rules, regulations and restrictions (including those relating to Fire Safety under the West Bengal Fire Services Act and the rules made thereunder) of the Government, The Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited, Fire Brigade, and/or any statutory authority and/or local body with regard to the user and maintenance of their respective units as well as the user operation and maintenance of the lifts, tube-well, generator, water, electricity, drainage, sewerage and other installations and amenities at the said premises and to make such additions and alterations in or about or relating to their respective units and/or the Building as be required to be carried out by them, independently or in common with the other Purchasers as the case may be

without holding the Promoter or the Owners in any manner liable or responsible therefor and to pay all costs and expenses therefor wholly or proportionately as the case may be and to be answerable and responsible for deviation or violation of any of their conditions or rules or bye-laws and shall indemnify and keep the Promoter and the Owners and the Maintenance In-charge and each of them saved harmless and indemnified from and against all losses damages costs claims demands actions and proceedings that they or any of them may suffer or incur due to any non compliance, non performance, default or negligence on the part of the Purchasers.

- cc) to cooperate with the Promoter to obtain, at the costs of the Purchaser, separate apportionment / assessment and mutation of their respective units, as may be permissible, in the records of the Kolkata Municipal Corporation.
- dd) not to fix or install air conditioners in their respective Units save and except at places where provision has been made by the Promoter for installation of the same. In case of and in the event any Purchaser installs air conditioner/s at any place other than the places earmarked and/or specified for the same, then and in that event, the such Purchaser shall be liable to pay to the Promoter penalty charges of a Lump sum amount of Rs._____/ - (Rupees _____) per Air conditioner wrongly installed and shall also forthwith remove the air conditioner/s. Further, before installation, the Purchasers shall also get the layout plan of the air conditioner/s to be installed in their respective Units / commercial spaces approved by the Promoter and shall further ensure that all water discharged by the split air conditioning units is drained within their respective Units and not to allow any spill over in the common areas / commercial spaces.
- ee) not to make in the Unit any structural addition or alteration and/or cause damage to beams, columns, partition walls etc. and in case of default the defaulting Purchaser shall be liable to pay to the Promoter penalty charges of a sum equivalent to Rs.50/- (Rupees Fifty) only per sq. ft., of the Carpet Area of the concerned Unit subject to minimum of Rs.15,000/- (Rupees Fifteen thousand) only per default.
- ff) to bear and pay and discharge exclusively the following expenses and outgoings:-
 - i) Municipal rates and taxes and water tax, if any, assessed on or in respect of their respective units directly to The Kolkata Municipal Corporation Provided That so long as their respective units are not assessed separately for the purpose of such rates and taxes, each Purchaser shall pay and/or deposit in the Suspense Account of the Kolkata Municipal Corporation proportionate share of all such rates and taxes assessed on the said premises;
 - ii) All other taxes impositions levies cess and outgoings whether existing or as may be imposed or levied at any time in future on or in respect of their respective units or the Building or the said premises as a whole

and whether demanded from or payable by the Purchasers or the Promoter or the Owner and the same shall be paid by the Purchasers wholly in case the same relates to their respective units and proportionately in case the same relates to the Building or the said premises as a whole.

- iii) Electricity charges for electricity consumed in or relating to their respective units and until a separate electric meters are obtained by the Purchasers for their respective units, the Promoter and/or the Maintenance In-Charge shall (subject to availability) provide a reasonable quantum of power in their respective units from their own existing sources and the Purchasers shall pay electricity charges to the Maintenance In-charge based on the reading shown in the sub-meter provided for their respective units at the rate at which the Maintenance In-charge shall be liable to pay the same to CESC Limited.
- iv) Charges for enjoying and/or availing excess power (i.e. in excess of that agreed under their respective Unit Sale Agreements) from the common Generator installed / to be installed and the same shall be payable to the Maintenance In-charge And also charges for using enjoying and/or availing any other utility or facility, if exclusively in or for their respective units, wholly and if in common with the other Purchasers, proportionately to the Promoter or the appropriate authorities as the case may be.
- v) Proportionate share of all Common Expenses (including those mentioned in the **Fourth Schedule**) payable to the Maintenance In-charge from time to time. In particular and without prejudice to the generality of the foregoing, the Purchasers shall pay to the Maintenance In-charge, a minimum of maintenance charges calculated @Rs._____ per square foot per month of the Carpet Area of their respective units. The said minimum rate shall be subject to revision from time to time as be deemed fit and proper by the Maintenance In-charge at its sole and absolute discretion after taking into consideration the common services provided and the general escalation in the market rates of such services. It is clarified that expenses for maintaining managing upkeeping and administering the respective Common Area and Installations shall not be separately incurred / charged / accounted for nor is the same feasible nor practical and none of the Purchasers shall object to or demand explanation therefor and shall be bound to accept the same without demur or objection.
- vi) All penalty surcharge interest costs charges and expenses arising out of any delay default or negligence on the part of the Purchasers in payment of all or any of the aforesaid rates taxes impositions and/or outgoings proportionately or wholly as the case may be (including

Delayed Payment Surcharge as charged by CESC Ltd., from its consumers for the delay payment of its bills).

- vii) Charges for use of Common Electricity for charging Electric Vehicle in case the Purchaser have been allotted a Car Parking space and such Car need the service of getting their vehicle charged.
 - gg) to observe such other covenants as be deemed reasonable by the Promoter and/or the Owner and/or the Maintenance Company from time to time for the common purposes.
2. Unless otherwise expressly mentioned elsewhere herein, all payments mentioned herein shall be made within 7th day of the month for which the same shall be due in case of monthly payments and otherwise also all other payments herein mentioned shall be made within 7 days of demand being made by the Maintenance In-charge. The bills and demands for the amounts payable by the Purchaser shall be deemed to have been served upon the Purchaser, in case the same is left in the said Unit or in the letterbox earmarked for the said Unit.
 3. It is expressly clarified that the maintenance charges do not include costs charges expenses on account of major repairs, replacements, renovations, repainting of the main structure and façade of the Building and the Common Areas and Installations etc. and the same shall be shared by and between the Purchaser and the other Purchasers proportionately. Furthermore, such payment shall be made by the Purchaser irrespective of whether or not the Purchaser uses or is entitled to or is able to use all or any of the Common Areas and Installations and any non user or non requirement thereof shall not be nor be claimed to be a ground for non payment or decrease in the liability of payment of the proportionate share of the common expenses by the Purchaser.
 4. In the event of the Purchaser failing and/or neglecting or refusing to make payment or deposits of the maintenance charges, municipal rates and taxes, Common Expenses or any other amount payable by the Purchaser under these presents and/or in observing and performing the covenants terms and conditions of the Purchaser hereunder, then without prejudice to the other remedies available against the Purchaser hereunder, the Purchaser shall be liable to pay to the Maintenance In-charge interest at the rate of 1.5% per mensem on all the amounts in arrears and without prejudice to the aforesaid, the Maintenance In-charge shall be entitled to:
 - (i) disconnect the supply of electricity to the said Unit;
 - (ii) withhold and stop all other utilities and facilities (including lift, generator etc.) to the Purchaser and his family members, servants, visitors, guests, tenants, licensees and/or the said Unit;
 - (iii) to demand and directly release rent and/or other amounts becoming payable to the Purchaser by any tenant or licensee or other occupant in respect of the said Unit.
 - (iv) to display the name of the Purchaser as a defaulter on the notice board of the Building/s.

It is also agreed and clarified that in case any Purchaser (not necessarily being the Purchaser herein) fails to make payment of the maintenance charges, municipal rates and taxes, Common Expenses or other amounts and as a result there be disconnection / discontinuity of services etc. (including disconnection of electricity, etc.), then the Purchaser shall not hold the Promoter or the Maintenance In-charge or the Owner responsible for the same in any manner whatsoever.

RECEIPT

RECEIVED on the day month and year first above written of and from the withinnamed Purchaser the withinmentioned sum of Rs. (___)/- paid as and by way of full consideration in terms of these presents as per Memo below.

Rs.(___) /-

(RUPEES _____ ONLY)

MEMO OF CONSIDERATION:**RECEIVED** as follows :

SL. NO.	DATE	CHEQUE NO.	BANK & BRANCH	AMOUNT (RS.)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
			Total :	

(RUPEES _____ ONLY)**WITNESSES:**

For Mrs. SHREE KRISHNA ESTATES

 Authorised Signator.

Signature of the Promoter

DATED THIS ___ DAY OF _____2024

BETWEEN

**QUICK 'N' SAFE LIMITED
...OWNER**

AND

**SHREE KRISHNA ESTATES
... PROMOTER**

AND

... PURCHASER

DEED OF CONVEYANCE

(Unit No. _____ on the _____ floor of
the building in the Project "WEST WALK")

FOX & MANDAL
Solicitors and Advocates
206 A.J.C Bose Road
Kolkata - 700 017